

KEMAL HAMEED, on behalf of himself and  
others similarly situated,

Claimant,

v.

PHARMACANN, INC.,

Respondent.

Arbitrator Michael Russell

**DECLARATION OF CHRISTOPHER M. MCNERNEY IN SUPPORT OF  
CLAIMANT'S NOTICE AND UNOPPOSED MOTION AND MEMORANDUM OF  
LAW FOR FINAL CLASS ACTION SETTLEMENT APPROVAL, APPROVAL OF  
SERVICE AWARD, AND APPROVAL OF ATTORNEYS' FEES AND COSTS**

I, Christopher M. McNerney, declare as follows:

1. I am a partner at the firm of Outten & Golden LLP (“O&G”) in New York, New York, and a member of its Class Action Practice Group. O&G is a 60+ attorney firm based in New York City, with additional offices in San Francisco and Washington, D.C., that focuses on representing plaintiffs in a wide variety of employment matters, including individual and class action litigation involving wage and hour, discrimination, and harassment claims, as well as contract and severance negotiations.

2. I am one of the lawyers primarily responsible for prosecuting Claimant’s claims and I make this declaration in support of Claimant’s Unopposed Motion and Memorandum of Law for Final Class Action Settlement Approval, Approval of Service Award, and Approval of Attorneys’ Fees and Costs.

3. I make these statements based on personal knowledge and would so testify if called as a witness at trial.

**Background and Experience of O&G**

4. I am a partner at O&G and have been with the firm since September 2013. I represent employees in class action discrimination, wage and hour, and Fair Credit Reporting Act cases. I also co-chair of the Firm’s Public Interest Committee, helping to oversee O&G’s commitment to pro bono representation of low-income clients who otherwise could not afford lawyers for their employment-related claims, and am a member of the Firm’s Appellate and Government Representation Practice Groups. Prior to joining O&G, I clerked in the Southern District of New York for the Honorable Sarah Netburn. I received my B.A., cum laude, from Macalester College in 2005 and my J.D., cum laude, from New York University School of Law

in 2012. The recognitions I have received include when I was named a 2017 Trial Lawyer of the Year by Public Justice for my work on *Gonzalez v. Pritzker*, No. 10 Civ. 3105 (S.D.N.Y.).

5. In addition to this case, I have successfully prosecuted and resolved many class actions involving criminal history, including *Long v. Southeastern Pennsylvania Transportation Authority*, No. 16 Civ. 1991 (E.D. Pa.) (successfully resolving Fair Credit Reporting Act and Pennsylvania Criminal History Records Information Act class claims after successful appeal to the Court of Appeals for the Third Circuit and discovery); *Gonzalez v. Pritzker*, No. 10 Civ. 3105 (S.D.N.Y.) (successfully resolving groundbreaking Title VII criminal history class discrimination claims after class certification and years of litigation); *Lee v. Hertz Corp.*, No. 18 Civ. 7481 (N.D. Cal.) (successfully resolving Title VII criminal history discrimination class claims, despite defendant's bankruptcy); *Reed v. Balfour Beatty Rail, Inc.*, No. 21 Civ. 1846 (C.D. Cal.) (successfully resolving ICRAA and FCRA criminal history discrimination class claims); *Millien v. Madison Square Garden Co.*, No. 17 Civ. 4000 (S.D.N.Y.) (FCRA and NYCHRL class criminal history discrimination claims); *Kelly v. Brooklyn Events Ctr., LLC*, No. 17 Civ. 4600 (E.D.N.Y.) (FCRA and NYCHRL class criminal history discrimination claims); *Keels v. Geo Group, Inc.*, No. 15 Civ. 6261 (E.D.N.Y.) (FCRA class claims under Section 1681b(b)(3)); *Pickett v. SIMOS Insourcing Solutions, Corp.*, No. 17 Civ. 1013 (N.D. Ill.) (FCRA class claims under Section 1681b(b)(2) and (b)(3)); *Soler v. Fresh Direct LLC*, No. 20 Civ. 3431 (S.D.N.Y.) (NYHRL and NYCHRL class criminal history discrimination claims); *NAACP New York State Conference Metropolitan Council of Branches v. Philips Electronics North America Corporation*, Index No. 156382/2015 (Sup. Ct. N.Y. Cty.) (NYCHRL criminal history discrimination claims resolved through defendant class action); and *Times, et al. v. Target Corp.*,

No 18 Civ. 2993 (S.D.N.Y.) (Title VII disparate impact class action on behalf of African-American and Latino applicants).

6. I have significant experience litigating and settling complex employment class actions, including for example, *Chen-Oster v. Goldman Sachs*, which I litigated for years in the Southern District of New York before the case settled on the eve of trial for \$215,000,000, *Chen-Oster v. Goldman Sachs & Co.*, 2023 U.S. Dist. LEXIS 200333, at \*5 (S.D.N.Y. Nov. 7, 2023), after prevailing on class certification, *Chen-Oster v. Goldman, Sachs & Co.*, 325 F.R.D. 55, 62 (S.D.N.Y. 2018), and successfully defeating defendants' motions for decertification and summary judgement, *Chen-Oster v. Goldman*, 2022 U.S. Dist. LEXIS 47922, at \*5 (S.D.N.Y. Mar. 17, 2022). I also have been nominated to be a Trial Lawyer of the Year by Public Justice for my work in this case.

7. Other examples of litigation I have successfully prosecuted to class or collective settlement include: *Schrivver v. Golden Corral Corporation*, No. 17 Civ. 136 (N.D. Ohio); *Chen v. Genesco, Inc.*, No. 18 Civ. 690 (S.D. Ind.); *Castillo v. Noodles & Co.*, No. 16 Civ. 3036 (N.D. Ill.); *Watson v. BMO Fin. Corp.*, No. 15 Civ. 11881 (N.D. Ill.); *Besic v. Byline Bank, Inc.*, No. 15 Civ. 8003 (N.D. Ill.); *Prena v. BMO Fin. Corp.*, No. 14 Civ. 9175 (N.D. Ill.); *Ramos v. The Mark Restaurant Management LLC*, No. 14 Civ. 1405 (S.D.N.Y.); *Wright v. Flagstar Bank FSB*, No. 13 Civ. 15069 (E.D. Mich.); *Galeener v. Source Refrigeration & HVAC, Inc.*, No. 14 Civ. 4960 (N.D. Cal.); *Zaborowski v. MHN Gov't Servs.*, No. 12 Civ. 5109 (N.D. Cal.); *Zolkos v. Scriptfleet, Inc.*, No. 12 Civ. 8230 (N.D. Ill.).

8. I also have significant appellate experience in criminal history matters including arguing and prevailing on appeals before the Second Circuit Court of Appeals in *Mandala v. NTT Data, Inc.*, 88 F.4th 353 (2d Cir. 2023) (Title VII disparate impact criminal history

discrimination case), and the California Court of Appeal in *Kemp v. Superior Court* 86 Cal. App. 5th 981 (2022).

9. Further, throughout my career I have spoken, testified, and written frequently on criminal history issues. As select examples, I am a repeat collaborator on the legal treatise, *Collateral Consequences of Criminal Conviction Law, Policy and Practice*, and have testified as to proposed revisions to the New York City Fair Chance Act before the New York City Council Committee on Civil Rights.

10. In addition to myself, the attorneys at O&G are experienced, highly regarded members of the plaintiffs' employment bar with extensive expertise in the area of class actions and complex litigation involving employment law. Courts have repeatedly recognized O&G as qualified counsel for class actions. *See, e.g., Zamora v. Lyft, Inc.*, No. 16-cv-02558-VC, ECF No. 103 at 6 (N.D. Cal.) (appointing O&G class counsel and observing "Class Counsel have capably and effectively represented the Settlement Class Members' interests," and praising "their outstanding work on this case."); *Galeener v. Source*, No. 13-cv-4960, ECF No. 131 (N.D. Cal. Mar. 13, 2015) (O&G attorneys "have . . . extensive experience and expertise in prosecuting [] class actions and collective actions."); *Rabin v. PricewaterhouseCoopers LLP*, No. 16-cv-2276-JST (N.D. Cal.) (appointing O&G class counsel in nationwide age discrimination class action on behalf of applicants for introductory accountant positions; final approval of \$11,625,000 settlement with programmatic relief); *Borrego v. Raley's Family of Fine Stores*, 34-2015-00177687 (Sacramento Co. Super. Ct.) (O&G appointed class counsel in settlement of pregnancy discrimination class action for \$2.8 million for approximately 340 women in 2020); *del Toro Lopez v. Uber Technologies, Inc.*, No. 17-cv-06255-YGR (N.D. Cal.) (\$10 million settlement of gender and race discrimination class action on behalf of software engineers in 2018 in which

O&G served as class counsel); *Onuoha v. Facebook, Inc.*, No. 16-cv-6440-EJD (N.D. Cal.) (settlement of discrimination claims on behalf of African American, Latino, and Asian American Facebook users excluded from employment, housing, and credit ads provided to similarly situated white users); *Wynne v. McCormick & Schmick's Seafood Restaurants, Inc.*, No. 06 Civ. 3153 CW (N.D. Cal.) (\$2.1 million settlement of race discrimination class action on behalf of hourly restaurant workers in 2008); *Mayer v. Driver Sols., Inc.*, 10 Civ. 1939, 2012 WL 453234, at \*2 (E.D. Pa. Feb. 13, 2012) (O&G attorneys “have significant experience in handling class actions and Title VII matters . . . and possess the resources necessary to bring this matter to successful completion”); *Times, et al., v. Target Corp.*, No 18 Civ. 2993, slip. op. at 8 (S.D.N.Y. Oct. 29, 2019) (O&G attorneys are “nationally recognized employment class action litigators”); *Kelly v. Brooklyn Events Ctr., LLC*, No. 17 Civ. 4600, 2019 WL 4316125, at \*2 (E.D.N.Y. Sept. 10, 2019) (O&G attorneys are “experienced class action and employment lawyers with good reputations among the class action and employment bars and significant experience in litigating criminal history discrimination matters”); *Hall v. L-3 Communications Corp.*, No. 15 Civ. 231, 2019 WL 3845462, at \*4 (E.D. Wash. Jan. 25, 2019) (“The attorneys involved in this case have litigated it expertly, and in their long experience in class action and labor work conclude this settlement is fair and reasonable.”); *Gonzalez v. Pritzker*, No. 10 Civ. 3105, 2016 WL 5395905, at \*4 (S.D.N.Y. Sept. 20, 2016) (“Class Counsel are nationally recognized employment class action litigators . . . Outten & Golden’s resources played a significant role in Class Counsel’s ability to pursue this litigation without compensation over the past six years.”); *Pickett v. SIMOS Insourcing Solutions, Corp.*, No. 17 Civ. 1013 (N.D. Ill.) (appointing O&G as class counsel in Fair Credit Reporting Act settlement).

### **Fees and Costs**

11. Counsel seek one-third of the fund, or \$38,333.34, in fees, and \$35.58 in costs. The \$35.58 reflects shipping costs.

12. Counsel have expended approximately \$53,865 in lodestar (as of May 22, 2025), which is more than what they seek in fees. This lodestar has been calculated based on contemporaneously entered time entries. It does not account for the additional time Counsel will spend on this case going forward (and has spent since May 22, 2025) in connection with achieving final approval, and implementing and monitoring the settlement.

13. Courts regularly approve the rates of Outten & Golden LLP and the firm's hourly clients also regularly accept and pay equivalent hourly rates, or higher.

#### **Exhibits**

14. Attached as **Exhibit A** is a true and correct copy of the Settlement Agreement and Release ("Settlement Agreement"). The Settlement Agreement includes Exhibit 1 (a proposed order granting preliminary settlement approval), Exhibit 2 (a proposed postcard notice of the settlement), and Exhibit 3 (a proposed order granting final settlement approval).

15. Attached as **Exhibit B** is a true and correct copy of the Declaration of Ryan McNamee ("McNamee Decl."), a Case Manager with Apex Class Action, LLC.

Date: May 27, 2025

Respectfully submitted,

By: /s/ 

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*Attorney for Claimant and the Putative Class*

# **Exhibit A**



## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (the “Agreement”) is made by and among, Kemal Hameed (“Claimant”), on behalf of himself and the Settlement Classes (as defined below), on the one hand, and PharmaCnn Inc. (“Pharmacann”), on the other hand. Claimant, Class Counsel (as defined below) and Pharmacann hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Agreement and upon entry by the Arbitrator (as defined below) of a Final Approval Order (as defined below), all claims of Claimant and the Settlement Class Members (as defined below) in the action entitled *Kemal Hameed, and those similarly situated v. Pharmacann Inc.*, to be filed with mutually agreed to arbitrator, (the “Action”), shall be settled, compromised, and released upon the terms and conditions contained herein.

### **I. RECITALS**

This Agreement is made with reference to and in contemplation of the following facts and circumstances:

A. The Action alleges that Pharmacann violated two provisions of the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.* (the “FCRA”). Claimant alleges Pharmacann violated 15 U.S.C. §§1681b(b)(2)(A)(i)-(ii) by either providing deficient disclosure and authorization forms to potential employees for purposes of obtaining consent to obtain pre-employment background checks or not providing said forms as required under the FCRA.

B. On September 7, 2023, the Claimant brought the basis of this Action to Pharmacann’s attention, and the Parties agreed to toll the statute of limitations for the purpose of investigating their respective position and entertain possible early resolution of the class claims. Through pre-mediation discovery and exchange of information, the Parties determined and agreed the underlying facts giving rise to the alleged violations of 15 U.S.C. §§1681b(b)(2)(A)(i)-(ii) were limited in scope to the Maryland location previously owned by ForwardGro, later acquired by Pharmacann during the statute of limitations period, with the alleged violations occurring under ForwardGro’s management.

C. Pharmacann, at all times, vigorously denied all claims asserted in the Action as to any alleged conduct by it, and denies all allegations of wrongdoing and liability. However, Pharmacann was amenable to exploring early resolution as an

alternative to prolonged litigation, and the parties entered into a tolling agreement as to class members related to the former ForwardGro operations.

D. On April 18, 2024, the Parties mediated the action with a well-respected class action mediator, Scott Callen. Claimant desires to settle the Action because it represents a good outcome for the putative classes without further risk or delay. Pharmacann desires to settle the Action on the terms set forth herein for the purpose of avoiding the burden, expense, risk and uncertainty of continuing these proceedings. This Agreement results from and is the product of extensive, good faith, and arm's length negotiations.

E. The Parties enter into this Agreement, subject to preliminary approval and final approval as required under Rule 23 of the Federal Rules of Civil Procedure, to fully, finally and forever resolve, discharge and release all rights and claims of Claimant and the Settlement Class Members (as defined below) in exchange for Pharmacann's agreement to pay the amount of **\$115,000.00**, inclusive of Settlement Awards, Class Counsel's attorneys' fees and costs, settlement administration, and a service award of \$5,000 to Claimant, but exclusive of Claimant's separate individual separate release to Pharmacann for additional previously agreed upon good and valuable consideration, as well as the separate sum \$2,650.00 to be paid by Pharmacann directly to the Arbitrator as set out in Section II.A.3.

F. The Parties understand, acknowledge and agree that the execution of this Agreement constitutes the settlement and compromise of disputed claims. This Agreement is inadmissible as evidence except to enforce the terms of the settlement and is not an admission of wrongdoing or liability on the part of any Party to this Agreement. It is the Parties' desire and intention to effect a full, complete and final settlement and resolution of all existing disputes and claims as set forth herein.

**NOW, THEREFORE**, in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, Claimant, on behalf of himself as well as on behalf of the Settlement Class, and Pharmacann agree to the Agreement (as defined below), subject to approval by the Arbitrator, as follows:

## **II. DEFINITIONS**

A. In addition to the terms defined elsewhere within this Agreement, the following defined terms apply throughout this Agreement and the attached exhibits:

1. “**Action**” means the action entitled *Kemal Hameed, and those similarly situated v. Pharmacann Inc.*, to be filed in arbitration before the Arbitrator.

2. “**Agreement**” means this Settlement Agreement and Release and the attached exhibits.

3. “**Arbitrator**” means Michael Russell, <https://www.michaelrussellonline.com/about-michael>, or another individual mutually agreed to by the Parties. The Arbitrator has agreed to administer this settlement for a not to exceed amount of \$5,300. \$2,650 of this amount will be paid by Pharmacann separate and apart from this settlement. \$2,650 will be paid by Class Counsel subject to reimbursement as a settlement cost sought in this action.

4. “**Settlement Administrator**” means ILYM Group, Inc. The Settlement Administrator shall be responsible for providing the Class Notices as well as services related to administration of the Settlement. The Settlement Administrator has agreed to administer this settlement for a not to exceed amount of \$4,000.

5. “**Class Counsel**” means Outten & Golden LLP, who will seek appointment as counsel for the Settlement Class.

6. “**Class Notice**” means any type of notice that may be utilized to notify persons in the Settlement Class of the Settlement. A description of the contemplated Class Notice is provided in Section III.E of this Agreement and attached as Exhibit 2. Class Counsel agree to setup on their website the webpage linked to in the Class Notice, which will provide a FAQ and relevant settlement documents.

7. “**Class List**” means the list of sixty-six (66) individuals identified as belonging to the Settlement Class, including Claimant.

8. “**Class Period**” means the period from September 7, 2021 through the date of Preliminary Approval.

9. “**Effective Date**” means the 31st day after the last of the following dates:

- a. All Parties have executed this Agreement;
- b. The Arbitrator has entered, without material change, the Final Approval Order; and
- c. The final disposition of any related appeals, including without limitation appeals of persons who have objected to the Settlement.

10. “**FCRA**” means the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*

11. “**Final Approval Hearing**” means the hearing during which the Arbitrator considers the Parties’ request to enter the Final Approval Order granting final approval of the Settlement and to determine the amount of fees, costs, and expenses awarded to Class Counsel and the amount of the service award to the named Claimant.

12. “**Final Approval Order**” means the order and judgment that the Arbitrator enters upon finally approving the Settlement, the proposed form of which is attached hereto as Exhibit 3.

13. “**Final Approval**” occurs on the date that the Arbitrator enters, without material change, the Final Approval Order.

14. “**Pharmacann**” means Pharmacann Inc., its parent, subsidiaries, and franchisees identified in the definitions of the Disclosure and Authorization Class.

15. “**Pharmacann’s Counsel**” means D’Ontae Sylvertooth and Jennifer Monroe Moore of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

16. “**Notice Deadline**” shall have the meaning set forth in Section III.B.1 of this Agreement.

17. “**Opt-Out and Objection Deadline**” shall be set sixty (60) days from the date of Preliminary Approval Order by the Arbitrator.

18. “**Parties**” means named Claimant and Pharmacann.

19. **“Claimant”** means Kemal Hameed.

20. **“Preliminary Approval Order”** means the order that the Arbitrator enters upon preliminarily approving the Settlement, the proposed form of which is attached hereto as Exhibit 1. “Preliminary Approval” occurs on the date that the Arbitrator enters, without material change, the Preliminary Approval Order.

21. **“Released Claims”** means all claims to be released as set forth in Section III.H of this Agreement. The “Releases” means all of the releases contained in Section III.H of this Agreement.

22. **“Released Parties”** means those persons and entities released as set forth in Section III.H of this Agreement.

23. **“Releasing Parties”** means Claimant and each and all Settlement Class members, on behalf of themselves and to the extent allowable under law their respective spouses, heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, assigns, any other person or entity claiming through them, as set forth in Section III.H of this Agreement.

24. **“Settlement”** means the settlement which the Parties have entered to resolve the Action and which is intended to resolve all Released Claims and all other claims asserted in the Action by or on behalf of the Settlement Class. The terms of the Settlement are set forth in this Agreement and the attached exhibits, which are incorporated by reference herein.

25. **“Settlement Award”** means a cash award that may be available to eligible Settlement Class Members pursuant to Section III.F of this Agreement.

26. **“Settlement Class”** and **“Settlement Class Member”** means the employees of, and job applicants at, Pharmacann’s Maryland cultivation and processing locations, formerly ForwardGro, and who Pharmacann procured a third-party consumer report from a Credit Reporting Agency on their behalf and such procurement occurred in the two years preceding September 7, 2023 and extending to the date of this Agreement. The Parties agree that there are sixty-six (66) members of the Settlement Class.

27. “**Gross Class Settlement Fund**” means the amount of **\$115,000.00** to be paid by Pharmacann to Settlement Class Members as set forth in this Agreement.

28. “**Net Class Settlement Fund**” means the total amount of Gross Class Settlement Fund, less Class Counsel attorneys’ fees and costs, settlement administration, and service award to Claimant if approved.

### **III. TERMS OF SETTLEMENT**

A. Conditional Certification of the Settlement Class. Solely for the purposes of providing Class Notice and implementing the terms of this Agreement, the Parties agree to certification of the Settlement Class. If for any reason whatsoever this Settlement is not finalized or the Settlement as detailed in this Agreement is not finally approved by the Arbitrator, the certification of the Settlement Class shall be void and the Parties and the Action will return to the status quo as it existed prior to this Agreement, and no doctrine of waiver, estoppel or preclusion will be asserted in any proceedings, in response to any motion seeking class certification, any motion seeking to compel arbitration or otherwise asserted at any other stage of the Action or in any other proceeding. No agreements, documents or statements made by or entered into by any Party in connection with the Settlement may be used by Claimant, any person in the proposed Settlement Classes, Pharmacann, or any other person to establish liability, any defense and/or any of the elements of class certification, whether in the Action or in any other proceeding. Should the settlement not be approved, the parties nonetheless agree to negotiate in good faith to attempt to revise the settlement to address the reasons for the denial of approval.

B. Preliminary Approval.

1. Preliminary Approval Motion. On or before twenty (20) days following selection of the Arbitrator and filing of the Petition, or by such other date as agreed upon by the Parties and approved by the Arbitrator, Claimant will move the Arbitrator for entry of the Preliminary Approval Order, which shall specifically include provisions that: (a) preliminarily approve the Settlement reflected herein as fair, adequate and reasonable to the Settlement Class, and within the reasonable range of possible final approval; (b) conditionally certify the Settlement Class for settlement purposes only and appoint Class Counsel as counsel for the Settlement Class for settlement purposes only; (c) approve the forms of Class Notice and find that the Notice Program constitutes the best notice practicable under the circumstances, provides due and sufficient notice to the Settlement Class and fully

satisfies the requirements of due process and Federal Rule of Civil Procedure 23; (d) direct that notice be provided to the Settlement Class, in accordance with this Agreement, within thirty (30) days following entry of the Preliminary Approval Order (the “**Notice Deadline**”); (e) establish a procedure for Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class; (f) set a deadline sixty (60) days after the Notice Deadline, after which no one shall be allowed to object to the Settlement or exclude him or herself from the Settlement Class or seek to intervene (the “**Opt-Out and Objection Deadline**”); (g) establish a deadline for Class Counsel to move the Arbitrator for final approval of the settlement, as well as an award of attorneys’ fees and costs to be paid to Class Counsel and for the service award to be paid to Claimant; and (h) schedule a hearing to consider Final Approval of the Settlement, which shall be scheduled no earlier than twenty (20) days after the Opt-Out and Objection Deadline.

2. Stay/Bar of Proceedings. All proceedings in the Action will be stayed following entry of the Preliminary Approval Order, except as may be necessary to implement the Settlement or comply with the terms of the Settlement. Pending determination of whether the Settlement should be granted final approval, the Parties agree not to pursue any claims or defenses otherwise available to them, and further agree that the Final Approval Order shall include an injunction that no person who has not opted out of the Settlement Classes and no person acting or purporting to act directly or on behalf of a Settlement Class Member, or acting on a representative basis or in any other capacity, will commence or prosecute against any of the Released Parties any action or proceeding asserting any of the Released Claims. A similar injunction will be included in the Final Approval Order, to apply to all Settlement Class Members.

C. Settlement Consideration.

1. The Settlement Fund. Twenty (20) days following the order of Final Approval, as full and complete consideration for the Settlement, Pharmacann shall fund the Class Settlement Fund. The Settlement Administrator shall maintain the Class Settlement Fund in a segregated account at a financial institution with more than \$10 billion in assets in an account or accounts insured by an agency or agencies of the United States Government, with insurance that exceeds the amounts deposited. The Class Settlement Fund shall be used to pay all of the following: (a) Class Counsel attorneys’ fees and costs, settlement administration, and service award to Claimant; and (b) all Settlement Awards to Settlement Class Members. The Class Settlement Fund, including any interest, shall be reduced by Class Counsel attorneys’ fees and costs, settlement administration, and service award to Claimant

prior to paying any Settlement Awards to Settlement Class Members. In no event shall Pharmacann's total financial obligation with respect to the Class Settlement exceed **\$115,000.00**. Pharmacann shall not, under any circumstances, be obligated to pay any amounts in addition to the Class Settlement Fund in connection with the Settlement, except the separately agreed sum for an individual release by Claimant as set out in a separate agreement and the sum \$2,650 which will be separately paid by Pharmacann directly to the Arbitrator as set out in Section II.A.3.

2. Return Of Settlement Fund In Event Of Termination. In the event that the Settlement is not approved, or is terminated, canceled, or fails to become effective for any reason including, but not limited to, Section K.3 and/or K.4 below, the money remaining in the Settlement Fund (including accrued interest), less settlement administration expenses and taxes incurred or due and owing and payable from the Settlement Fund in accordance with this Agreement, shall be returned to Pharmacann within fifteen (15) days of the event that causes the Agreement to not become effective.

D. Settlement Administrator. The Settlement Administrator shall administer various aspects of the Settlement as described herein, and perform other functions assigned to the Settlement Administrator elsewhere in this Agreement, including, but not limited to: effectuating the Notice Program pursuant to Section E; and, in the event of termination of the Settlement, returning the Settlement Fund pursuant to Section C.2, along with any accrued interest or earnings, to Pharmacann. The duties of the Settlement Administrator, in addition to other responsibilities that are described in this Agreement, include the following:

1. Obtain from Pharmacann, on a confidential basis, the Class List;
2. Before mailing notice, update the addresses received through the National Change of Address database for the purpose of providing the Notice and later mailing Settlement Awards;
3. Provide the Notice, as described herein and approved by the Arbitrator;
4. Establish and maintain a Post Office box for requests for exclusion from the Settlement Class;



5. Process all objections and requests for exclusion from persons in the Settlement Class;

6. Provide weekly reports and a final report to Class Counsel and Pharmacann' Counsel that summarize the number of requests for exclusion received that period, any objections received, the total number of exclusion requests or objections received to date and other pertinent information;

7. In advance of the Final Approval Hearing, prepare an affidavit to submit to the Arbitrator that verifies that the Notice Program directed by the Arbitrator has been effectuated, and identifies each person in the Settlement Class who timely and properly requested exclusion from the Settlement Class and providing copies of any valid objections; and

8. Facilitate and process the payment from the Settlement Fund.

E. Settlement Class Notice Program. The Notice Program will be comprised of Direct Notice, as described below. The Settlement Administrator shall provide by the Notice Deadline:

1. Notice. Within five (5) days following Preliminary Approval, Pharmacann will provide to the Settlement Administrator the Class List identifying the members of Settlement Class. To the extent necessary, the Settlement Administrator will perform a search using the National Change of Address database and update its records prior to mailing. The Notice shall substantially be in the form attached hereto as Exhibit 2. The Notice will be a summary of the Settlement and shall include the payment date for non-excluded Settlement Class Members, as well as the procedure for objection or opt-out.

F. Settlement Awards.

1. Awards. Each Settlement Class Member will be entitled to a Settlement Award. These awards will be payable as a cash award, as described below.

2. Claims-Paid Basis. Settlement Awards shall be made on a pro rata basis to eligible Settlement Class Members who do not opt-out of the Action.

G. Distribution of Settlement Awards.

1. Calculation of the Total Settlement Award. Prior to the mailing of any Settlement Awards to Settlement Class Members, the Settlement Administrator shall calculate the Total Settlement Award to all Settlement Class Members by reducing the Class Settlement Fund by the approved Class attorneys fees and costs, settlement administration, and \$5,000.00 service award to Claimant (if approved), and dividing this sum by the number of non-excluded Class Members.

2. Settlement Award Payments. Settlement Awards shall be paid by check. The Settlement Administrator shall mail, by first-class mail, a check to each eligible Settlement Class Member receiving a check in payment of a Settlement Award within seven (7) days after the Effective Date. The Settlement Administrator will perform re-mailing, as necessary; all costs of such work will be considered settlement administration costs. Checks will be valid for 180 days from the date on the check.

3. Cy Pres. Upon the cashing of all Settlement Awards to Settlement Class Members, or upon 180 days from the mailing of Settlement Awards to Settlement Class Members (whichever is earlier), all funds remaining in the Settlement Fund shall be transferred by the Settlement Administrator to The Weldon Project (<https://www.theweldonproject.org/missiongreen>) in a manner to be determined by the parties.

H. Releases. As of the Effective Date, Claimant and the Settlement Class Members provide the following releases:

a. Claimant and each and all non-excluded Settlement Class Members, on behalf of him or herself and to the extent allowable under law their respective heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns, will be deemed to have fully released and forever discharged Pharmacann, and each and all of its present, former and future direct and indirect parent companies, subsidiaries, successors, and/or predecessors in interest and all of the aforementioned respective officers, directors, employees, attorneys, majority or controlling shareholders, and assigns (together, the “**Released Parties**”) from any and all rights, duties, obligations, claims, actions, causes of action or liabilities, whether arising under local, state or federal law, whether by Constitution, statute, contract, rule, regulation, any regulatory promulgation

(including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory as of the date of Preliminary Approval that arise out of or are related in any way to Pharmacann' disclosure and compliance with 15 U.S.C. §§1681b(b)(2)(A)(i)-(ii), and any other analogous state or federal statutory or common law claim (including, but not limited to, for invasion of privacy) arising out of the application for employment (the **"Released Claims"**). Pharmacann' vendors, including any consumer reporting agencies providing Pharmacann with consumer reports for employment purposes, are specifically excluded from the definition of **"Released Parties."**

Without limiting the foregoing, the Released Claims specifically extend to claims that Releasing Parties do not know or suspect to exist in their favor at the time that the Settlement and the releases contained therein become effective.

I. Attorneys' Fees And Costs. Claimant shall move the Arbitrator for an award of attorneys' fees and costs to be paid to Class Counsel from the Settlement Fund at least fourteen (14) days before the Objection Deadline. Pharmacann shall not object to Claimant's attorneys' fees request so long as it is equal to or less than one-third of the Common Fund in attorneys' fees; Pharmacann also shall not object to reasonable costs. Class Counsel may receive payment of the fees and costs awarded by the Arbitrator within five (5) business days following the Effective Date and the Arbitrator's entry of an order awarding fees and costs. In addition, no interest will accrue on such amounts at any time. Class Counsel agrees to provide IRS Forms W-9 and/or other documentation required by Pharmacann to process and properly report to the taxing authorities any amounts paid.

J. General Release Compensation. Pharmacann has additionally agreed to pay Claimant Kemal Hameed the separately agreed in exchange for an individual settlement agreement relating to claims other than those released as part of this class settlement. All material terms of that individual agreement have been negotiated separately and agreed to by the parties.

K. Opt-Out Right/Termination.

1. Opt-Out Requirements. Persons in the Settlement Class may request exclusion from the Settlement by sending a written request to the Settlement Administrator at the address designated in the Class Notice no later

than the Opt-Out and Objection Deadline. Exclusion requests must: (a) be personally signed by the person in the Settlement Class who is requesting exclusion; (b) include the full name and address of the person in the Settlement Class requesting exclusion; and (c) include the following statement: “I/we request to be excluded from the Settlement in the *Kemal Hameed v. Pharmacann Inc.* action.” No request for exclusion will be valid unless all of the information described above is included. No person in the Settlement Class, or any person acting on behalf of or in concert or participation with that person (including, but not limited to, an attorney) in the Settlement Class, may exclude any other person or any group of persons from the Settlement Class.

2. Retention of Exclusions. The Settlement Administrator will retain a copy of all requests for exclusion and will, upon receipt, provide copies of any such requests to counsel for the Parties. The Parties will keep any such opt-out information confidential and use it only for purposes of determining whether a person in the Settlement Class has properly opted out.

L. Objections To The Settlement.

1. Right To Object. Any Settlement Class Member may appear at the Final Approval Hearing to object to the proposed Settlement and/or to the application of Class Counsel for an award of attorneys’ fees and costs and/or a Service Award, but only if the Settlement Class Member has first filed a written objection with the Arbitrator, in accordance with the requirements set forth below, by the Opt-Out and Objection Deadline. Any Settlement Class Member who does not provide a written objection in the manner described in this Section shall be deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the Settlement or the award of any attorneys’ fees and costs and/or Service Award.

2. Objection Requirements. To be heard at the Final Approval Hearing, the Settlement Class Member must make any objection in writing and file it with the Arbitrator by the Opt-Out and Objection Deadline. The objection must also be mailed to each of the following, postmarked no later than the last day to file the objection: (a) Class Counsel – Christopher M. McNerney, Outten & Golden LLP, 685 Third Avenue, 25th Floor, New York, NY 10017, and (b) Pharmacann’ Counsel – Jennifer Monroe Moore, Ogletree, Deakins, Nash, Smoak & Stewart, P.C., 100 N. Tampa Street, Suite 3600, Tampa, Florida 33602. An objection must: (a) attach documents establishing, or provide information sufficient to allow the Parties to

confirm, that the objector is a Settlement Class Member; (b) include a statement of such Settlement Class Member's specific objections; (c) state the grounds for objection, including that the objector is objecting to the Settlement, as well as identify any documents which such objector desires the Arbitrator to consider; and (d) if the Settlement Class Member is represented by an attorney, list the attorney representative and list all other cases in which the Class Member has filed an objection.

M. Final Approval. Within thirty (30) days following expiration of the Opt-Out and Objection Period, Claimant shall request that the Arbitrator enter the Final Approval Order which shall specifically include provisions that: (a) finally approve the Settlement as fair, reasonable and adequate to the Settlement Class; (b) find that the Class Notice as given was the best notice practicable under the circumstances, is due and sufficient notice to the Settlement Class, and fully satisfies the requirements of due process and Federal Rule of Civil Procedure 23; (c) approve the plan of distribution for the Settlement Fund and any interest accrued thereon; (d) finally certify the Settlement Class; (e) confirm that the Releasing Parties have released all Released Claims and are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims against the Released Parties; and (f) dismiss the Action with prejudice, but maintaining jurisdiction to enforce the terms of the Settlement, without costs to any party, except as provided in this Agreement.

N. Dismissal. Upon entry of the Final Approval Order, the Action shall be dismissed with prejudice as to Claimant and all Settlement Class Members, but the Arbitrator will maintain jurisdiction to enforce the Settlement.

O. No Admissions. Pharmacann disclaims and denies any wrongdoing or liability whatsoever. The Settlement, and any and all negotiations, statements, documents, and/or proceedings in connection with the Settlement, shall not be construed or deemed to be evidence of an admission or concession by the Released Parties of any liability or wrongdoing and shall not be construed or deemed to be evidence of an admission or concession that any person suffered compensable harm or is entitled to any relief. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing by or liability of the Released Parties; or (b) is or may be deemed to be or may be used in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal as an admission or evidence of any fault or omission of the Released Parties. In addition, neither the fact of, nor any

documents relating to, settlement, the withdrawal from the Settlement, any failure of the Arbitrator to approve the Settlement and/or any objections or interventions may be used as evidence for any purpose whatsoever. The Released Parties may file the Settlement Agreement and/or the judgment in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or any other defense or counterclaim.

#### **IV. GENERAL PROVISIONS**

A. Settlement Conditioned Upon Approval. The Settlement is conditioned upon entry of the Preliminary Approval Order and Final Approval Order without material modification by the Arbitrator. In the event of failure to obtain any of the required provisions of such orders, including, but not limited to, the denial of any motion seeking preliminary or final approval, the Parties will return, without prejudice, to the *status quo ante* as if no Settlement had been negotiated or entered into and this Agreement, the Settlement and their existence shall be inadmissible to establish any fact relevant to any alleged liability of the Released Parties for the matters alleged in the Action or for any other purpose. The Parties agree to negotiate in good faith to conform to the Arbitrator's guidance to obtain a Preliminary or Final Approval Order. However, if the Arbitrator does not approve or adjust the service award to Claimant or the attorneys' fees and costs, the settlement shall not be voided, but shall proceed forward, and the amount set aside for the service award and/or attorneys' fees and costs will be included in the Class Settlement Fund, such that Pharmacann's total payment shall not exceed \$115,000, except as set for in III.C.1.

B. Evidentiary Preclusion. In order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim, the Released Parties may file the Settlement Agreement and/or the judgment in any action or proceeding that may be brought against them.

C. Confidentiality. The terms of this Settlement, including the fact of the proposed Settlement, shall remain confidential until all documents are executed and a motion for preliminary approval of the Settlement is filed with the Arbitrator; provided, however, that the Parties may jointly report the pendency of the mediation and/or Settlement to the Arbitrator in the Action, and to potential settlement administrators. Pharmacann may, at its sole discretion, disclose the terms of this

Settlement to its auditors and other parties as reasonably necessary to maintain normal business operations and have the Settlement internally effectuated.

D. Future Changes In Laws Or Regulations. To the extent Congress, the Federal Trade Commission or any other relevant regulatory authority promulgates different requirements under the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*, or any other law or regulatory promulgation that would govern any conduct affected by the Settlement, those laws and regulatory provisions shall control. However, the Parties agree that changes in law shall not provide any basis for any attempt to alter, modify or invalidate this Agreement.

E. Destruction of Confidential Documents. It is agreed that the originals and all copies of all confidential documents, including Class List, and/or information subject to all confidentiality agreements (“Confidential Material”) provided to the Settlement Administrator shall be returned to the producing party or destroyed within sixty (60) days after the Effective Date.

F. No Construction Against Drafter. This Settlement Agreement will be deemed to have been drafted jointly by the Parties, and any rule that a document shall be interpreted against the drafter will not apply.

G. Entire Agreement. This Agreement contains the entire agreement between the Parties and supersedes all prior understandings, agreements, or writings regarding the subject matter of this Agreement. This Agreement may be amended or modified only by a written instrument signed by all Parties or their successors in interest or their duly authorized representatives and approved by the Arbitrator. The provisions of the Agreement may be waived only in a writing executed by the waiving party. The waiver by one party of any breach of this Agreement by any other party shall not be deemed a waiver, by that party or by any other party, of any other prior or subsequent breach of this Agreement.

H. Authority. Claimant and Pharmacann represent and warrant that the persons signing this Agreement on their behalf have full power and authority to bind every person, partnership, corporation, or entity included within the definitions of Claimant(s) and Pharmacann to all terms of this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that he or she has done so freely and he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

I. No Assignment. No party to this Agreement has heretofore assigned, transferred, or granted, or purported to assign, transfer, or grant, any of the claims, demands, or cause or causes of action disposed of by this Agreement.

J. Receipt of Advice of Counsel. Each Party acknowledges, agrees and specifically warrants that he, she or it has fully read this Agreement and the Releases contained herein, received independent legal advice with respect to the advisability of entering this Agreement and the Releases, and the legal effects of this Agreement and the Releases, and fully understands the effect of this Agreement and the Releases. Each Party to this Agreement warrants that he, she, or it is acting upon his, her or its independent judgment and upon the advice of his, her, or its own counsel and not in reliance upon any warranty or representation, Pharmacann or implied, of any nature or kind by any other party, other than the warranties and representations Pharmacannly made in this Agreement.

K. Agreement Binding on Successors in Interest. This Agreement is binding on and shall inure to the benefit of the respective heirs, successors and assigns of the Parties.

L. Execution In Counterparts. The Parties may execute this Agreement in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

M. Notices. All notices to counsel provided for herein shall be sent by e-mail with a hard copy sent by overnight mail to:

As to Claimant & Settlement Class:

Christopher M. McNerney  
Outten & Golden LLP  
685 Third Avenue, 25th Floor  
New York, NY 10017  
cmcnerney@outtengolden.com

As to Pharmacann:

OGLETREE, DEAKINS, NASH,  
SMOAK & STEWART, P.C.  
Jennifer Monroe Moore, Esq.  
D'Ontae D. Sylvertooth  
100 North Tampa Street, Suite 3600  
Tampa, FL 33602  
jennifer.moore@ogletree.com


N. Enforcement Jurisdiction. Any issues relating to enforcement or implementation of the terms of this Agreement may be brought by the Parties before the Arbitrator.



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as follows:

As to Claimant:

Date: 11/20/2024



As to Defendant:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name \_\_\_\_\_

Title: \_\_\_\_\_

# **Exhibit 1**

KEMAL HAMEED, on behalf of himself and  
others similarly situated,

Claimant,

v.

PHARMACANN INC.,

Respondent.

Arbitrator Michael Russell

**[PROPOSED] ORDER GRANTING CLAIMANT’S UNOPPOSED MOTION FOR  
PRELIMINARY CLASS ACTION SETTLEMENT APPROVAL**

This matter comes before the Arbitrator on Claimant Kemal Hameed’s unopposed motion for an order (1) granting preliminary approval of the proposed class action settlement, (2) conditionally certifying the Settlement Class, (3) appointing Outten & Golden LLP as Class Counsel and Kemal Hameed as Class Representative, (4) approving the proposed notice and notice distribution plan, and (5) scheduling a fairness hearing for final approval of the Settlement.

The Arbitrator, having considered Claimant’s motion, and the papers submitted thereto, hereby GRANTS Claimant’s motion and ORDERS as follows:

First, for settlement purposes only, the Settlement Class is conditionally certified. Second, Outten & Golden LLP is appointed as Class Counsel and Kemal Hameed is appointed Class Representative. Third, the Settlement is preliminarily approved as fair, adequate, and reasonable. The Settlement falls within the range of reasonableness and is the result of arms-length negotiations with the assistance of an experienced mediator, and otherwise meets the relevant factors for approval. Fourth, the proposed notice, and manner of distribution, are approved as the best notice practicable under the circumstances.

The terms of the parties’ Settlement Agreement are expressly incorporated by this Order.

A Fairness Hearing, which will occur by zoom, is set for [Inset date], at [insert time].

Information to access the hearing will be provided on the case website no later than one week before the hearing. The date of the hearing may be adjusted without further notice to the Class.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
[Insert Arbitrator]

# **Exhibit 2**

**LEGAL NOTICE**  
**IF YOU APPLIED TO WORK FOR PHARMACANN IN MARYLAND, YOU COULD BE  
ENTITLED TO BENEFITS UNDER A CLASS ACTION SETTLEMENT**

A class action settlement has been reached with Pharmacann Inc. (“Pharmacann”) as to alleged violations of the disclosure and authorization provisions of the Fair Credit Reporting Act (“FCRA”), as to the running of background checks on potential employees. You are a Class Member if you were subject to a background check for employment purposes in Maryland, between September 7, 2021 and [date of agreement].

**Benefits:** Pharmacann has agreed to pay \$115,000.00, which will be used to cover payments to 66 Class Members, Class Counsel’s attorneys’ fees and costs, a service payment to the Claimant who brought the lawsuit and assisted with it, and the administrative costs of the settlement. Payments to Class Members will be determined on a pro rata basis from the net settlement (i.e., after attorneys’ fees and costs, the service award, and administrative costs are accounted for).

**Your Options:** To receive benefits, you do not need to take any action. Alternatively, you may exclude yourself from the lawsuit and keep your right to sue Pharmacann by sending a written request for exclusion to the Settlement Administrator at the address below by [60 days after sending]. If you do not exclude yourself, you will be bound by the Settlement’s terms and give up your right to sue regarding the claims described above. If you do not exclude yourself, you may submit written objections to the proposed Settlement and you or your lawyer may appear at the Fairness Hearing and object to the proposed Settlement at your own cost, but you do not have to do so. Objections must be filed and served by [60 days after sending]. You will be bound by the Settlement’s terms even if your objection is rejected. The Arbitrator will decide whether to approve the Settlement at a Fairness Hearing at [Time] on [Final Approval Date], via zoom hearing.

**This Notice is Only a Summary.** For further information visit: [class counsel website], call: [admin phone number], or write: [admin address]. Information to access the zoom hearing will be placed in the settlement website at least one week before the hearing. The date may change without further notice to the Class so please check the website for updates, if any.

**[INSERT INFO FOR MAILING]**

# **Exhibit 3**

KEMAL HAMEED, on behalf of himself and  
others similarly situated,

Claimant,

v.

PHARMACANN INC.,

Respondent.

Arbitrator Michael Russell

**[PROPOSED] ORDER GRANTING CLAIMANT'S UNOPPOSED MOTION FOR  
FINAL CLASS ACTION SETTLEMENT APPROVAL AND APPROVAL OF SERVICE  
AWARD AND ATTORNEYS' FEES AND COSTS**

This matter comes before the Arbitrator on Claimant Kemal Hameed's unopposed motion for (i) final approval of the class action settlement; (ii) approval of Claimant's service award, and (iii) approval of Claimant's counsel's attorneys' fees and costs.

The Arbitrator, having considered Claimant's motion, and the papers submitted thereto, hereby GRANTS Claimants' motion and ORDERS as follows:

First, for settlement purposes only, the Settlement Class is finally certified, with Outten & Golden LLP as Class Counsel and Kemal Hameed as Class Representative. Second, the service award for Claimant Hameed is approved. Third, Claimant's counsel's request for attorneys' fees and out of pocket costs and expenses is granted. Fourth, this action is dismissed with prejudice. Fifth, the Arbitrator will retain jurisdiction of the action to enforce the terms of the Settlement Agreement.

The terms of the parties' Settlement Agreement are expressly incorporated by this Order.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Arbitrator Michael Russell



# **Exhibit B**

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4 KEMAL HAMEED, on behalf of himself and all  
others similarly situated,

5  
6 *Claimant,*

7 v.

8 PHARMACANN, INC.,

9 *Respondent.*  
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**DECLARATION OF RYAN MCNAMEE OF  
APEX CLASS ACTION, LLC, IN SUPPORT  
OF MOTION FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT**

1 I, Ryan McNamee, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager  
3 for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services  
4 provider who has been retained by the Parties’ Counsel and subsequently appointed by the Arbitrator  
5 to serve as the Settlement Administrator for the above captioned *Hameed v. Pharmacann Inc.* matter.  
6 On behalf of both Apex and myself, I possess the authority to issue this declaration. I am personally  
7 acquainted with the information contained herein, and in the event of being summoned to provide  
8 testimony, I am fully capable and willing to provide competent testimony regarding these facts.

9 2. Apex Class Action’s team has been directly involved with class action administration for a  
10 combined 75 years and has successfully managed numerous class action cases during that time. Our team  
11 comprises experienced professionals with extensive knowledge of class action settlement administration.  
12 In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-  
13 scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the  
14 administration process are executed accurately and efficiently.

15 3. Apex was engaged by the Parties’ Counsel and subsequently approved and appointed by the  
16 Arbitrator to provide notification services and claims administration, pursuant to the terms of the  
17 Settlement, in the above-referenced Action. The responsibilities undertaken thus far, as well as those to  
18 be fulfilled following the granting of Final Approval of the Settlement, include: (a) printing and mailing  
19 the Notice postcard; (b) receiving and processing requests for exclusion, if any; (c) calculating individual  
20 settlement award amounts; (d) processing and mailing settlement award checks; (e) handling tax  
21 withholdings as required by the Settlement and the law; (f) preparing, issuing and filing tax returns and  
22 other applicable tax forms; (g) managing the distribution of any unclaimed funds pursuant to the terms  
23 of the Settlement; and (h) undertaking additional tasks as mutually agreed upon by the Parties or as  
24 ordered by the Arbitrator for Apex to perform.

25 4. On January 19, 2025, Counsel for the Defendants provided Apex with the class data file,  
26 comprising the names, social security numbers, last known mailing addresses, and the total number of  
27 relevant workweeks worked by each Settlement Class Member. The data file was successfully uploaded  
28

1 to our database, where it underwent a thorough review to identify any duplicates or potential  
2 inconsistencies. The Class List consisted of a total of 60 individuals.

3 5. In preparation for the mailing process, all 60 names and addresses listed in the Class List  
4 underwent verification and updating against the National Change of Address (NCOA) database  
5 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the  
6 accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Notice  
7 Packet. The NCOA database contains records of requested address changes submitted to the USPS. If  
8 an updated address was found in the NCOA database, it was utilized for the mailing of the Notice Packet.  
9 However, in cases where no updated address was found in the NCOA database, the original address  
10 provided by Counsel for Defendants was used for the mailing of the notice postcard.

11 6. On February 14, the notice postcard was sent to all 60 individuals listed in the Class List using  
12 U.S First Class Mail. A copy of the mailed notice postcard is attached hereto as **Exhibit A**.

13 7. As of the date of this declaration, our office has received 1 returned notice postcard as  
14 undeliverable. Apex conducted a computerized skip trace on the 1 returned notice postcard in order to  
15 acquire updated addresses for the purpose of re-mailing the Notice Packet. This skip trace effort resulted  
16 in obtaining 0 updated addresses.

17 8. As of the date of this declaration, there have been 0 notice postcards re-mailed as a result of  
18 Apex's skip-tracing efforts.

19 9. As of the date of this declaration, 1 notice postcard has been considered undeliverable as no  
20 updated address was found despite conducting skip tracing.

21 10. As of the date of this declaration, Apex has not received any requests for exclusion. The deadline  
22 for submitting a request for exclusion from the Settlement was March 16, 2024.


23 11. As of the date of this declaration, Apex has not received any objections to the Settlement. The  
24 deadline for submitting a written objection to the Settlement was March 16, 2024.

25 12. As of the date of this declaration, Apex will report 60 Participating Class Members, constituting  
26 100% of the total 60 Settlement Class Members.

27 13. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred  
28 and anticipated expenses, amount to \$4,000.00 (which is a fixed, not to exceed, amount). Apex will

1 proceed with additional tasks related to this matter, such as calculating settlement award payments,  
2 issuing and mailing settlement award checks, handling necessary tax filings and reporting on these  
3 payments, and any other tasks mutually agreed upon by the Parties or ordered by the Arbitrator for Apex  
4 to undertake.

5 I declare under penalty of perjury under the laws of the State of California and the United States  
6 that the foregoing is true and correct, and that this Declaration was executed this 27th day of May 2025,  
7 in Irvine, California.

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12 RYAN MCNAMEE  
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# **Exhibit A**

**LEGAL NOTICE**  
**IF YOU APPLIED TO WORK FOR PHARMACANN IN MARYLAND, YOU COULD BE**  
**ENTITLED TO BENEFITS UNDER A CLASS ACTION SETTLEMENT**

A class action settlement has been reached with Pharmacann Inc. (“Pharmacann”) as to alleged violations of the disclosure and authorization provisions of the Fair Credit Reporting Act (“FCRA”), as to the running of background checks on potential employees. You are a Class Member if you were subject to a background check for employment purposes in Maryland, between September 7, 2021, and January 15, 2024.

**Benefits:** Pharmacann has agreed to pay \$115,000.00, which will be used to cover payments to 66 Class Members, Class Counsel’s attorneys’ fees and costs, a service payment to the Claimant who brought the lawsuit and assisted with it, and the administrative costs of the settlement. Payments to Class Members will be determined on a pro rata basis from the net settlement (i.e., after attorneys’ fees and costs, the service award, and administrative costs are accounted for).

**Your Options:** To receive benefits, you do not need to take any action. Alternatively, you may exclude yourself from the lawsuit and keep your right to sue Pharmacann by sending a written request for exclusion to the Settlement Administrator at the address below by March 17, 2025. If you do not exclude yourself, you will be bound by the Settlement’s terms and give up your right to sue regarding the claims described above. If you do not exclude yourself, you may submit written objections to the proposed Settlement and you or your lawyer may appear at the Fairness Hearing and object to the proposed Settlement at your own cost, but you do not have to do so. Objections must be filed and served by March 17, 2025. You will be bound by the Settlement’s terms even if your objection is rejected. The Arbitrator will decide whether to approve the Settlement at a Fairness Hearing at 9:00 a.m. on June 3, 2025, via zoom hearing.

**This Notice is Only a Summary.** For further information visit: <https://www.outtengolden.com/capabilities/cases/pharmacann-class-settlement/> or <https://www.apexclassaction.com/pharmacann/>, or call: (800) 355 - 0700, or write: Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619. Information to access the zoom hearing will be placed in the settlement website at least one week before the hearing. The date may change without further notice to the Class so please check the website for updates, if any.

**[INSERT INFO FOR MAILING]**